

**PLEASE SEE THE ATTACHED RFQ MDA210-00-Q-0032 FOR PROFESSIONAL AND
ADMINISTRATIVE SUPPORT SERVICES**

Issued by: DEFENSE FINANCE AND ACCOUNTING SERVICE

**ATTN: ASO/CPB CM#3 ROOM 221
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Complete the following and return with your RFQ:

**LARGE BUSINESS _____ SMALL BUSINESS _____ SMALL WOMAN OWNED _____
AND CONTROLLED**

SMALL DISADVANTAGED BUSINESS _____ (MINORITY OWNED AND CONTROLLED)

DUNS # _____ CAGE CODE _____ TAX I.D. # _____

QUOTE PREPARED BY _____ PHONE # _____ DATE: _____

PLEASE STATE HOW MANY DAYS QUOTE IS GOOD FOR: 30 _____ 60 _____ 90 _____

GSA CONTRACT NUMBER _____ EXPIRATION DATE _____

**IF YOUR COMPANY CAN NOT BID ON ITEMS, PLEASE INDICATE ON THIS COVER SHEET AND RETURN TO
THIS OFFICE, YOUR COMPANY WILL BE KEPT ON FILE FOR FUTURE QUOTES.**

CAN BID () CAN NOT BID ()

**PROSPECTIVE OFFERORS MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR),
PRIOR TO CONTRACT AWARD**

****** Provision Incorporated by Reference ******

INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, FAR 52.212-1 (AUG 1998)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS, FAR 52.212-5 (JAN 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: *(Contracting Officer shall check as appropriate).*

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) Reserved.
- ☒ (3) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ☒ (4) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ☐ (5) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (6) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) ☐ Alternate I of 52.219-23
- ☐ (7) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (8) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (9) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive this preference, it shall so indicate in its offer).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
- ☐ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ☐ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (18) [Reserved].
- ☐ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

— (21) (i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

— (ii) Alternate I of 52.225-21.

— (22) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

— (23) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

— (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) 'Comptroller General Examination of Record.' The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246).

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS, DFARS 252.212-7001 (OCT 1998)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (N/A Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (12 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ Act--Balance of Payments Program (___ Alternate I) (41
- ☐ 252.225-7036 Buy America Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the *Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items* clause of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

OFFEROR CERTIFICATIONS AND REPRESENTATIONS

**** Provision Incorporated by Full Text ****

Offeror Representations and Certifications -- Commercial Items, FAR 52.212-3 (OCT 1999)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

TIN:_____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(5) *Common parent.*

() **Offeror is not owned or controlled by a common parent:**

() **Name and TIN of common parent:**

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it () is, [] a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness

Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and **[identified]**, on the date of this representation, **[as a certified]** small disadvantaged business **concern[in the database]** maintained by the Small Business Administration **[(PRO-Net)]**, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in

disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small

Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act -- Trade Agreements -- Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act -- Trade Agreement -- Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country

end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

- (i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program":

(Insert line item numbers)

- (ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program":

(Insert line item numbers)

- (4) Offers will be evaluated in accordance with FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

- (ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

- (iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror

certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program":

[Insert line item numbers]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(7)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ___is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph (c)(9) to the basic provision:

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

52.212-4 -- Contract Terms and Conditions -- Commercial Items
(MAY 1999)

Contract Terms and Conditions -- Commercial Items (May 1999)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate

assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C.327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

ADDENDUM TO PROPOSAL MDA210-00-Q-0032

****** Provisions Incorporated by Reference ******

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER, FAR 52.204-6 (APR 1998)

PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR), DFARS, 252.232-7009 (JUN 1998)

AVAILABILITY OF FUNDS, FAR 52.232-18 (APR 1984)

(con't)

con't)

ADDENDUM TO PROPOSAL MDA210-00-Q-0032

INSTRUCTIONS/NOTICE TO OFFERORS

(1) REQUIRED CENTRAL CONTRACTOR REGISTRATION, DFARS 252.204-7004 (MAR 1998)

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr2000.com>.

(End of clause)

SUBMISSION OF PROPOSALS:

Offeror(s) are required to submit proposals signed and dated on or before the date and time indicated in block 8 of Standard form 1449. ELECTRONIC SUBMISSIONS OF PROPOSALS, TO INCLUDE FACSIMILE, IS NOT AUTHORIZED. If submitted via POSTAL SERVICE, proposals should be sent to the official mailing address below:

**Defense Finance and Accounting Service
Attn: ASO/CPB CM#3 Room 228 (Billie Robertson)
1931 Jefferson Davis Highway
Arlington, VA 22240-5291**

If HAND-CARRIED (including FEDEX, UPS, etc.), please bring proposals directly to the Contracting Office at:

**2221 South Clark Street
Crystal Plaza #6, Room 536
Arlington, VA 22240**

Note: There is no direct mail delivery to Crystal Plaza #6; therefore, hand delivery is highly encouraged.

In addition to a cost and technical proposal, offerors are required to complete and submit "Offeror Representations and Certifications -- Commercial Items, FAR 52.212-3 (OCT 1999) " on pages 5-14 of this solicitation.

Questions regarding this RFQ or the attached Statement of Work shall be submitted in writing to Ms. Billie Robertson or Ms. Fannie Briggs via e:mail or facsimile (See cover sheet for details)

EVALUATION CRITERIA

Defense Finance and Accounting Service (DFAS) will consider the following criteria when evaluating the contractor's proposal. Each evaluation criterion is critical in accomplishing the tasks in the Statement of Work (SOW); therefore, failure to meet any criterion could disqualify a contractor from being considered for award. The following criteria in descending order of importance will be used to evaluate quotes. Technical and Past Performance factors are significantly more important than Price.

1. **TECHNICAL:** The contractor must demonstrate a reasonable understanding of the required actions in the SOW.

- Technical Approach: Knowledge and experience in business-related IT projects.
- Management Approach: Knowledge and experience in managing a large-scale data collection project.
- Timeframe Requirements: Ability to expeditiously execute the deliverables and complete them within the required timeframes.

2. **PAST PERFORMANCE.** Offerors shall provide examples of prior recent and relevant experience for the same or similar services within the past three years. All examples provided should include an adequate description of the size and scope of the effort. Past performance information shall include, the contract number, points of contact with current telephone numbers, fax numbers and other relevant information.

3 **PRICE.** Contractors shall provide the following information:

a. Identify the skill levels required to accomplish the work, the number of hours needed for each skill level, and the associated labor rate for each skill level. Summarize the extended price by labor hour category. Provide a complete price proposal for all work tasks.

b. Labor mix and hours per category.

3. **BASIS OF AWARD.** The Government intends to make award to the contractor whose proposal is determined to be the best value to the Government, price and other factors considered. The following criteria in descending order of importance shall be used to evaluate the quotes: Technical, Past Performance, and Price.

**STATEMENT OF WORK
FOR
CONTRACTOR SUPPORT OF RETIRED
BENEFICIARY INFORMATION MAILING**

1.0 SCOPE: The contractor shall provide support for the design and collection of beneficiary information in response to a mass mailing to approximately 1.8 million retired pay members.

2.0 PERIOD OF PERFORMANCE. Date of award through December 30, 2000.

3.0 BACKGROUND. The Defense Finance and Accounting Service Cleveland Center (DFAS-CL) administers the Defense Retiree and Annuitant System (DRAS)-Retired and Casualty Pay System (RCPS). This system establishes and maintains the retired pay accounts for all four branches of the military service. Currently there are approximately 1.8 million retirees on the RCPS Master File. Approximately \$1 billion dollars is dispersed monthly to the retirees and their dependents. Payments to Former Spouses of the military retirees are made as deductions to the member's retired pay and payments to third parties are made via allotments from the member's retired pay.

The RCPS File resides at the Defense Megacenter in Mechanicsburg, PA. It runs on an IBM 9021-972 mainframe using an OS390 Operating System, COBOL II, CICS, and EasyRetrieve Plus. It utilizes VSAM Flies. Currently, the RCPS Master File is updated on a daily basis through batch jobs that run in the evening at the end of the workday. Input to the system is a combination of automated files and data entry. Clerks using CICS screens perform the data entry. These clerks are in Cleveland and at various field locations. There are daily and monthly payments issued from the system.

4.0 OBJECTIVE: The objective of this Statement of Work (SOW) is to acquire contractor support to provide assistance to the DFAS-CL in the automated collection of beneficiary information in response to a mass mailing to approximately 1.8 million retired pay members. Once the data is collected, it will be generated in a record format prescribed by the RCPS and used to update the information on RCPS. Once loaded onto RCPS, this information will be used to pay beneficiaries, whether through legal order of precedence or specifically designated beneficiaries, any entitled but unpaid retired pay due from the

beginning of the unpaid entitlement period through the date of death.

5.0 REQUIREMENTS. The Contractor shall provide the following:

5.1 Design a data collection screen and provide data entry that captures all beneficiary data received in response to beneficiary card (Attachment "A") mailing.

5.2 Create and provide an automated file, in accordance with the record layout (Attachment "B") in order to automatically update beneficiary information on RCPS. Attachment "B" provides both the automated file layout of items processed by the Contractor and to provide individual field contents and the corresponding edit validations of data in each field. The contractor shall submit a "test file" to the government's point of contact for testing of systematic requirements. Government approval of the automated "test file" is required prior to the Contractor continuing with data entry.

5.3 Review all incoming beneficiary cards to validate the Social Security Number (SSN) against a government provided file containing SSNs of all retirees on the mailing list. (The file with all SSN of retirees will be provided under separate cover after contract award.)

5.4 Review all incoming beneficiary cards for completeness. Cards deemed incomplete or invalid shall be returned to the Government. Cards missing "essential data" are defined as incomplete or invalid. For purposes of this SOW, "essential data" is defined below:

Data Field	Error Description
Retired Member's SSN	Missing/Illegible Note: additional invalid returned items will be produced as a result of completed Social Security Numbers on returned items not matching the Government-provided automated Social Security Number file
Type of Action	Missing
Beneficiary Name/Share/Address/Relationship	If Type of Action is a Designation type action, at least one beneficiary must be listed Note: Refer to Attachment B for specific validations concerning Share %.
Retired Member Signature	Missing
Witness Signature/Address	Missing

The Contractor shall return all cards deemed (1) incomplete or invalid, and (2) for postal return reasons, and mark accordingly.

Returned cards shall be mailed on a weekly basis to the following address:

Defense Finance and Accounting Service-Cleveland
P O Box 99191
Cleveland OH 44199-1126

5.5 The Contractor shall establish a discrete Post Office box to be used during the period of performance as the collection point for all returned cards.

5.6 The Contractor shall submit a work progress report that includes at a minimum, the current status of cards received, cards processed, cards returned, and cards pending data entry, etc.

6.0 DELIVERABLES: The Contractor shall submit all deliverables to the Government point of contact identified in the delivery order. Deliverables shall include:

6.1 An automated "test file" of the record layout (Attachment "B") for shall be submitted 15 days after contract award for government approval.

6.2 An automated file for RCPS system updates shall be submitted NLT Wednesday of each week after contract award.

6.3 A progress report shall be submitted electronically NLT Wednesday of each week after contract award.

7.0 GOVERNMENT FURNISHED MATERIAL(GFM)/GOVERNMENT FURNISHED INFORMATION (GFI):

7.1 An advance copy of the source document so that the Contractor can develop the data collection screen.

7.2 Record layout of the automated file and specific data contents of each field within the record. (Attachment "B")

7.3 A file containing the SSN of all retirees/recipients of the beneficiary mailing.

8.0 PLACE OF PERFORMANCE AND DELIVERY: The work under this delivery order is to be performed at the Contractor's facility.

9.0 SECURITY:

9.1 The contractor will be required to work with unclassified information.

9.2 The contractor shall safeguard and maintain complete and accurate files of documentation, records and reports required under this SOW. All records showing individuals' names or other personal information shall be controlled and protected in accordance with provisions of the Privacy Act of 1974, Public Law 93-579, 5 U.S.C., Section 552a and DoD Directive 5200.28 "Security Requirements for AISs, and DISA Instruction 630-230-19.

9.3 The contractor is responsible for ensuring that all contractor personnel are briefed on Privacy Act requirements.

10.0 SPECIAL REQUIREMENTS

10.1 All records and source documents, separated by those source documents for which automated records have been created and any unprocessed records/cards, shall become property of the government and turned over to the Government point of contact at the completion or termination of this contract.

10.2 The Contractor shall clearly identify the returned beneficiary cards by the appropriate categories (1) returned for postal reasons, (2) incomplete/invalid, and (3) not reviewed (if applicable).

10.3 The Contractor shall submit a change of address action to the U.S. Postal authorities so that any returned cards that arrive on/after the contract ending date be redirected to:

Defense Finance and Accounting Service-Cleveland
P O Box 99191
Cleveland OH 44199-1126

DEPARTMENT OF DEFENSE
DEFENSE FINANCE AND ACCOUNTING SERVICE
CONTRACTOR PO BOX
CONTRACTOR CITY STATE ZIP
OFFICIAL BUSINESS
FORWARDING SERVICE REQUESTED

DEPARTMENT OF DEFENSE
DEFENSE FINANCE AND ACCOUNTING SERVICE
CONTRACTOR PO BOX
CONTRACTOR CITY STATE ZIP
OFFICIAL BUSINESS
FORWARDING SERVICE REQUESTED

RETIREE ADDRESS

RETIREE ADDRESS

DESIGNATION OF BENEFICIARY INFORMATION (SEE INSTRUCTIONS BEFORE COMPLETING THIS FORM)			
RETIRED MEMBER'S NAME		RETIRED MEMBER'S SSN	
TYPE OF ACTION: <input type="checkbox"/> LEGAL ORDER OF PRECEDENCE (CHECK ONE) <input type="checkbox"/> DESIGNATION OF BENEFICIARIES			
BENEFICIARY INFORMATION			
SHARE %	FULL NAME	SSN	RELATIONSHIP
	ADDRESS		
SHARE %	FULL NAME	SSN	RELATIONSHIP
	ADDRESS		
SHARE %	FULL NAME	SSN	RELATIONSHIP
	ADDRESS		
RETIRED MEMBER SIGNATURE		DATE OF SIGNATURE	
TO BE COMPLETELY FILLED IN BY WITNESS			
WITNESS SIGNATURE (other than designated beneficiary/Order of Precedence Person)			
WITNESS STREET ADDRESS		WITNESS CITY, STATE, ZIP CODE	

DESIGNATION OF BENEFICIARY INFORMATION (SEE INSTRUCTIONS BEFORE COMPLETING THIS FORM)			
RETIRED MEMBER'S NAME		RETIRED MEMBER'S SSN	
TYPE OF ACTION: <input type="checkbox"/> LEGAL ORDER OF PRECEDENCE (CHECK ONE) <input type="checkbox"/> DESIGNATION OF BENEFICIARIES			
BENEFICIARY INFORMATION			
SHARE %	FULL NAME	SSN	RELATIONSHIP
	ADDRESS		
SHARE %	FULL NAME	SSN	RELATIONSHIP
	ADDRESS		
SHARE %	FULL NAME	SSN	RELATIONSHIP
	ADDRESS		
RETIRED MEMBER SIGNATURE		DATE OF SIGNATURE	
TO BE COMPLETELY FILLED IN BY WITNESS			
WITNESS SIGNATURE (other than designated beneficiary/Order of Precedence Person)			
WITNESS STREET ADDRESS		WITNESS CITY, STATE, ZIP CODE	

DFAS Cleveland needs your help. We have found that in many cases, we do not have any information on file about your beneficiaries. Beneficiaries are people (or a person) who should receive any retired pay you are owed when you die.

According to Title 10 USC 2771 you may provide beneficiary information in one of two ways: Legal Order of Precedence or Designation of Beneficiaries. If you elect Legal Order of Precedence, the amount due will be paid to the surviving person highest on the following list (1) your spouse; (2) your children and their dependents, by representation; (3) your parents, in equal parts, or if either is dead, the survivor; (4) the legal representative of your estate; and (5) persons entitled under the law of your domicile. You do not have to update this information unless you choose to designate a beneficiary. To establish a Legal Order of Precedence, check the appropriate box in the "TYPE OF ACTION" block, leave the SHARE block(s) blank and complete all other beneficiary blocks.

If you want to designate beneficiaries, you must list the beneficiaries you desire and the percentage of pay to be paid to each person in the SHARE block and complete all other requested information. If you list more than one beneficiary with a 100% SHARE, we will pay them in the order listed at the time of your death. If you elect the Designation of Beneficiaries option, you should update your beneficiary information whenever there is a change in your marital status or whenever you choose different beneficiaries. In addition to the beneficiary information, this form must contain your Social Security Number, be signed and dated by you and also signed and witnessed by someone who is not a designated beneficiary or someone who is not in your order of precedence. Once complete, fold the form over, add postage and tape the form together before mailing. If you designate more than 3 beneficiaries, you must submit this request in a letter, signed and witnessed, to the return address shown on this card.

NOTE: Return of this card supersedes all previous beneficiary designations you may have completed.

DEFENSE FINANCE AND ACCOUNTING SERVICE
CLEVELAND CENTER
CONTRACTOR BOX #
CONTRACTOR CITY STATE ZIP

DFAS Cleveland needs your help. We have found that in many cases, we do not have any information on file about your beneficiaries. Beneficiaries are people (or a person) who should receive any retired pay you are owed when you die.

According to Title 10 USC 2771 you may provide beneficiary information in one of two ways: Legal Order of Precedence or Designation of Beneficiaries. If you elect Legal Order of Precedence, the amount due will be paid to the surviving person highest on the following list (1) your spouse; (2) your children and their dependents, by representation; (3) your parents, in equal parts, or if either is dead, the survivor; (4) the legal representative of your estate; and (5) persons entitled under the law of your domicile. You do not have to update this information unless you choose to designate a beneficiary. To establish a Legal Order of Precedence, check the appropriate box in the "TYPE OF ACTION" block, leave the SHARE block(s) blank and complete all other beneficiary blocks.

If you want to designate beneficiaries, you must list the beneficiaries you desire and the percentage of pay to be paid to each person in the SHARE block and complete all other requested information. If you list more than one beneficiary with a 100% SHARE, we will pay them in the order listed at the time of your death. If you elect the Designation of Beneficiaries option, you should update your beneficiary information whenever there is a change in your marital status or whenever you choose different beneficiaries. In addition to the beneficiary information, this form must contain your Social Security Number, be signed and dated by you and also signed and witnessed by someone who is not a designated beneficiary or someone who is not in your order of precedence. Once complete, fold the form over, add postage and tape the form together before mailing. If you designate more than 3 beneficiaries, you must submit this request in a letter, signed and witnessed, to the return address shown on this card.

NOTE: Return of this card supersedes all previous beneficiary designations you may have completed.

DEFENSE FINANCE AND ACCOUNTING SERVICE
CLEVELAND CENTER
CONTRACTOR BOX #
CONTRACTOR CITY STATE ZIP

Attachment B

Beneficiary Mailing File Specifications

As part of the Beneficiary Mailing Project we expect a series of files from an as yet unknown contractor. The files will add or overlay data on the RCPS Master. The files will contain a Header record as the first record on each file. This initial record will be followed by Beneficiary Detail records (the data from the cards returned by the retired members). Each file will have a Trailer record as the last record on the file. The file will be in EBCDIC format, for our use in a COBOL program on our IBM-compatible mainframe. All the records in the file will have the same record length, 540 bytes. The file will be in fixed block (FB) format; maximum blocksize (BLKSIZE) will depend on transmission methodology and storage medium. We can be flexible on BLKSIZE. We very strongly prefer the files be transmitted to our mainframe IP address using TCP/IP/FTP. The detail of the three records follows. In addition, see Detailed Field Explanations following the File layout.

	<u>Displacement</u>	<u>Data Name</u>	<u>Value</u>	<u>Fixed Value</u>
Header	1-3	Header ID	X(3)	"HDR"
	4	filler	X	blank
	5-20	File ID	X(16)	"BENEFICIARY FILE"
	21-28	Date	9(8)	YYYYMMDD
	29-540	filler	X(512)	blank
Beneficiary Detail	1-9	Retiree SSN	9(9)	
	10-14	Retiree Short Name	X(5)	
	15	Choice	X	"O" or "D"
	16-24	Beneficiary SSN-1	9(9)	
	25-54	Beneficiary Name-1	X(30)	
	55-84	Beneficiary Address Line-1-1	X(30)	
	85-114	Beneficiary Address Line-2-1	X(30)	
	115-144	Beneficiary Address Line-3-1	X(30)	
	145-159	Beneficiary City-1	X(15)	
	160	filler	X	blank
	161-162	Beneficiary State-1	X(2)	
	163	filler	X	blank
	164-168	Beneficiary Zip5-1	9(5)	
	169	filler	X	"-" (dash)
	170-173	Beneficiary Zip4-1	9(4)	
	174-175	Beneficiary-Rltshp-1	X(2)	
	176-180	Beneficiary-Pct-1	999V99	
	181-189	Beneficiary SSN-2	9(9)	
	190-219	Beneficiary Name-2	X(30)	
	220-249	Beneficiary Address Line-1-2	X(30)	
	250-279	Beneficiary Address Line-2-2	X(30)	
	280-309	Beneficiary Address Line-3-2	X(30)	
	310-324	Beneficiary City-2	X(15)	
	325	filler	X	blank
	326-327	Beneficiary State-2	X(2)	
	328	filler	X	blank
	329-333	Beneficiary Zip5-2	9(5)	
	334	filler	X	"-" (dash)
	335-338	Beneficiary Zip4-2	9(4)	
	339-340	Beneficiary-Rltshp-2	X(2)	
	341-345	Beneficiary-Pct-2	999V99	
	346-354	Beneficiary SSN-3	9(9)	
	355-384	Beneficiary Name-3	X(30)	
	385-414	Beneficiary Address Line-1-3	X(30)	

	415-444	Beneficiary Address Line-2-3	X(30)	
	445-474	Beneficiary Address Line-3-3	X(30)	
	475-489	Beneficiary City-3	X(15)	
	490	filler	X	blank
	491-492	Beneficiary State-3	X(2)	
	493	filler	X	blank
	494-498	Beneficiary Zip5-3	9(5)	
	499	filler	X	“-“ (dash)
	500-503	Beneficiary Zip4-3	9(4)	
	504-505	Beneficiary-Reltnshp-3	X(2)	
	506-510	Beneficiary-Pct-3	999V99	
	511-540	filler	X(30)	blank
Trailer	1-3	Trailer ID	X(3)	“TLR”
	4	filler	X	blank
	5-10	Number of Records	9(6)	
	11-540	filler	X(530)	blank

Detailed Field Explanations

Additional Information. "blank" translates to EBCIDIC spaces, not low values. "X" under the Value column is alphanumeric. "9" is numeric. If there is no data available for a numeric data item (e.g. no Zip4), zero fill that data item. Numeric fields will be right justified with leading zeros. For example, in the Trailer record: if there are 150 records the "Number of Records" data item will contain 000150.

All dates are eight position numeric and in four position year (YYYY), two position month (MM, 01-12), and two position day (DD, 01-31) sequence.

Retiree SSN and Retiree Short Name fields must match the SSN/Short Name file provided by the Government. Concerning Retiree Short Name, it should be the first five positions of Retiree Last Name. If the Retiree Last Name is 4 positions, provide 4-position Last Name and a blank in the fifth position as the Retiree Short Name. If the Retiree Last Name is 3 positions, provide 3-position Last Name, a space and the first position of the Retiree First Name. If the Retiree Last Name is 2 positions, provide 2-position Last Name, a space and the first two positions of the Retiree First Name.

Choice field. If the Choice field contains an "O", all Beneficiary data fields may be blank. If the Choice field contains a "D", at least Beneficiary #1 Name, Share and Relationship must be completed.

Beneficiary SSN may be zero-filled. If filled, must be 9 numeric.

Beneficiary-Name-1/-2/-3 data items, if filled, must contain the beneficiary's full name in first, middle (initial or name if provided), last, suffix (if provided) order; with a single space between each discrete sub-item-name.

A contingent beneficiary, or beneficiaries, will occur after the primary beneficiary(ies). For example, a member wants to assign 100% to the spouse as the beneficiary with primacy. In case the spouse predeceases the member, the member wants each of two other beneficiaries to receive 50%. In this case, the spouse data will be in Beneficiary-....-1 data items. The other beneficiaries' data will appear in Beneficiary-....-2 and -3 data items. There may be more complicated examples, but the concept is primacy occurs first and proceeds in descending order.

The beneficiary data for each of the three possible beneficiaries has the same format; i.e. the same format occurs three times.

Beneficiary Address Lines. Address-Lines -1, -2, and -3 are for street, PO Box, apartment number, etc. They are **not** for city, state, and zip code. These latter three each have their own data item. For Beneficiary State and Zip Code portions of the Beneficiary Address, valid State abbreviation and corresponding Zip Code must be entered. Use the attached State Code/Zip Code Table.

Beneficiary Share/Percent. If Choice field contains an "O", and Beneficiary Share/Percent is filled, do not include the information in this field. If Choice field contains an "D", at least one Beneficiary Share/Percent must be filled. If 1 beneficiary designated, then Beneficiary Share/Percent must equal 100%. If 2 beneficiaries are designated, then Beneficiary Share/Percent must either be a sum of 100% in any combination of percentages between the two beneficiaries; or, 100% for each designated beneficiary. If 3 beneficiaries designated, then Beneficiary Share/Percent must be one of the following possibilities: a sum of 100% in any combination of percentages among the three beneficiaries; a sum of 200% among all three beneficiaries if one beneficiary's percentage is 100% and the sum of the remaining two beneficiaries is 100% in any combination; or, 100% for each designated beneficiary.

Beneficiary Share/Percent is defined as 999V99. The "V" is an implied decimal. The value should be rounded up. For example, three beneficiaries each getting one-third, value for each will be 033V33.

Beneficiary Relationship. Acceptable values are "sp" for spouse; "fa" for father; "mo" for mother; "ch" for child or step child; "hu" for husband; "wi" for wife; "da" for daughter; "so" for son; "br" for brother; "si" for sister; "ot" for other' and "ex" for ex-spouse.

The 30 bytes of filler at the end of the detail record are there for potential addition of data items.

State Code/Zip Code Table:

<u>State</u>	<u>ZIP Range</u>	<u>State</u>	<u>ZIP Range</u>
AL Alabama	350-369	AK Alaska	995-999
AZ Arizona	850-865	AR Arkansas	716-729 755
CA California	900-961	CO Colorado	800-816
CT Connecticut	060-069	DE Delaware	197-199
DC District of Columbia	200-205	FL Florida	320-339 341-349
GA Georgia	300-319	HI Hawaii	967-968
ID Idaho	832-838	IL Illinois	600-629
IN Indiana	460-479	IA Iowa	500-528
KS Kansas	660-679	KY Kentucky	400-427
LA Louisiana	700-714	ME Maine	039-049
MD Maryland	206-219	MA Massachusetts	010-027
MI Michigan	480-499	MN Minnesota	550-567
MS Mississippi	386-397	MO Missouri	630-658
MT Montana	590-599	NE Nebraska	680-693
NV Nevada	889-898	NH New Hampshire	030-038
NJ New Jersey	070-089	NM New Mexico	870-884
NY New York	100-149	NC North Carolina	270-289
ND North Dakota	580-588	OH Ohio	430-458
OK Oklahoma	730-749	OR Oregon	970-979
PA Pennsylvania	150-196	RI Rhode Island	028-029
SC South Carolina	290-299	SD South Dakota	570-577
TN Tennessee	370-385	TX Texas	750-799,885
UT Utah	840-847	VT Vermont	050-059
VA Virginia	220-246, 201	WA Washington	980-986 988-994
WV West Virginia	247-269	WI Wisconsin	530-549
WY Wyoming	820-831		

U.S. TERRITORIES

<u>Territory</u>	<u>ZIP Range</u>
AS American Samoa	96799
FM Federated States of Micronesia	96941-96944
GU Guam	96910-96931
MH Marshall Islands	96960 and 96970
MP Northern Mariana Islands	96950-96952
PW Palau	96940
PR Puerto Rico	006-007, 009
VI Virgin Islands	008

<u>APO/FPO</u>	<u>ZIP Range</u>
AA APO/FPO Americas	340
AE APO/FPO Europe	090-098
AP APO/FPO Pacific	962-966